

RAILWAYS.

No. 313—*Ry.* 98, dated 6th April 1898.

The following resolution of the Government of India and its accompaniments are re-published for information.

By Order,

W. McHUTCHIN,

Offg. Secy. for Railways, Govt. of Mysore.

o. I Railway, dated Calcutta, the 9th March 1898.

INDIA, PUBLIC WORKS DEPARTMENT, RAILWAY TRAFFIC.

Risk Note Forms A, B, C, D, E, F, H, and X.

ia circular No. XIV Railway, dated the 3rd July 1880; Sections 72, 1 Railways Act, IX of 1890, as amended by Section 4 of Act IX of 1896; for General of Railways, No. 129 T., dated the 9th March 1896, and from the Secretary, Railway Conference, No. 51, dated the 8th October.

ment of India circular No. XIV Railway, dated the 3rd July 1880, the sanctioned for adoption on all State, as well as on certain other rail-
option was still further extended:—

a bad condition or defectively packed.

despatched at a "special reduced" or "owner's risk" rate.

able to damage and carried in open trucks at sender's request.

ents of small value carried at "owner's risk." (This form was subse-

l.)
d horses of a declared value of over Rs. 500.

d horses, mules and ponies carried in cattle trucks.

reement form for large consignments.

X, to be used when the consignor elects to despatch an "excepted" second schedule of the Indian Railways Act, IX of 1890, the value of payment of the percentage on value authorized in Section 75 of that Act by the Governor General in Council at the suggestion of the adminis- way and was adopted on several railways; and a new risk note has r the carriage of explosive and dangerous goods at owner's risk.

the latter, which is founded upon English practice, the risk notes now ons, merely reproductions of those originally sanctioned with certain e in through booking with other railways and out-agencies.

the use of one risk note to cover the transit of a consignment partly by railway as defined in the Indian Railways Act, IX of 1890, and partly by other means of transport under the Carrier's Act, III of 1865. Its efficacy in the latter case will, however, depend on the fulfilment of the requirements of the Carrier's Act.

4. Provision is made in some of the risk notes at present in force for the excision of certain words which may be inapplicable to the particular traffic carried, but the Government are advised that this is unnecessary.

5. Attention is invited to the foot-note on each form providing that, while it is open to railways for the convenience of their constituents to print vernacular translations on the back of the form, the English version is the authoritative form which alone governs the liability of the railway.

6. To facilitate proof in courts of law of the approval of the Governor General in Council of the forms in use, it has been decided to publish the forms in the *Gazette of India* and in the *Local Govern- ment Gazettes*.

It is further suggested that, to facilitate proof of the execution of the risk notes, the signature of the consignor should, when possible, be attested by two independent witnesses and not, as is some- times the practice, by employes of the railway or of the consignor.

RESOLUTION.—The Governor General in Council is pleased to approve, under Section 72 (2) (b) of the Indian Railways Act, IX of 1890, of the use of the enclosed forms, with effect from the 1st July 1898, by Railway Administrations working railways to which the Indian Railways Act, IX of 1890, applies.

2. In the case of railways to which Local Acts similar in scope to the Indian Railways Act, IX of 1890, are applicable, the Governor General in Council is also pleased to approve of the use of these forms from the 1st July 1898, so far as his approval may be necessary under such Local Acts.

3. Until the 30th June 1898, the forms at present in use shall remain in force.

ORDER.—Ordered that a copy of this resolution, and of its enclosures, be communicated to the Local Governments and Administrations and to the officers marginally noted, for information and guidance; also to the Governments of the North-Western Pro- vinces and Oudh, and the Punjab, the Chief Commissioner of the Central Provin- ces, the Agent to the Governor General in Baluchistan, the Accountant General, Pub- lic Works Department, and to the Foreign Department, for information.

Ordered further, that this resolution and the accompanying forms be published under a notifica- tion in Part I of the *Gazette of India*, and that they be reproduced in the *Local Government Gazettes*.

Documents accompanying.—Revised Risk Note Forms A, B, C, D, E, F, H, and X.

F. R. UPCOTT, Secretary

..... RAILWAY.

RISK NOTE, FORM A.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act,
IX of 1890.)

(To be used when articles are tendered for carriage which are either already in bad condition or so defectively packed as to be liable to damage, leakage, or wastage in transit.)

..... STATION.
..... 18

Whereas the consignment of..... tendered by ^{me}_{we}, as per Forwarding Order No..... of this date, for despatch by the..... railway administration or their transport agents or carriers to..... station, and for which ^I_{we} have received Railway Receipt No..... of same date, is in bad condition ^{and}_{or} liable to damage, leakage, or wastage in transit as follows:—

.....
^I_{we}, the undersigned, do hereby agree and undertake to hold the said railway administration and all other railway administrations working in connection therewith, and also all other transport agents or carriers employed by them respectively, over whose railways or by or through whose transport agency or agencies the said goods may be carried in transit from..... station to..... station harmless and free from all responsibility for the condition in which the aforesaid goods may be delivered to the consignee at destination and for any loss arising from the same.

Signature of sender.....

WITNESS.

(Signature).....

Rank or { Father's name
Caste Age.....

(Residence).....

WITNESS.

(Signature).....

Profession.....

(Residence).....

Residence.....

Note.—The above form is, for the convenience of the public, translated into the vernacular on the reverse but the form in English is the authoritative form, and the railway administration accepts no responsibility for the correctness of the vernacular translation.

..... RAILWAY.

RISK NOTE, FORM B.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act,

IX of 1890.)

(To be used when the sender elects to despatch at a "Special reduced" or "Owner's risk" rate articles or animals for which an alternative "Ordinary" or "Risk acceptance" rate is quoted in the tariff.)

..... STATION.
..... 18

Whereas the consignment of..... tendered by ^{me}_{we}, as per Forwarding Order No..... of this date, for despatch by the..... railway administration or their transport agents or carriers to..... station, and for which ^I_{we} have received Railway Receipt No..... of same date, is charged at a special reduced rate instead of at the ordinary tariff rate chargeable for such consignment, ^I_{we}, the undersigned, do, in consideration of such lower charge, agree and undertake to hold the said railway administration and all other railway administrations working in connection therewith, and also all other transport agents or carriers employed by them respectively, over whose railways or by or through whose transport agency or agencies the said goods or animals may be carried in transit from..... station to..... station harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, the said consignment from any cause whatever before, during and after transit over the said railway or other railway lines working in connection therewith or by any other transport agency or agencies employed by them respectively for the carriage of the whole or any part of the said consignment.

Signature of sender.....

WITNESS.

(Signature).....

Rank or { Father's name
Caste Age.....

(Residence).....

WITNESS.

(Signature).....

Profession.....

(Residence).....

Residence.....

Note.—The above form is, for the convenience of the public, translated into the vernacular on the reverse, but the form in English is the authoritative form, and the railway administration accepts no responsibility for the correctness of the vernacular translation.

RAILWAY.

RISK NOTE, FORM C.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act, IX of 1890.)

(To be used when, at sender's request, open wagons, carts or boats are used for the conveyance of goods liable to damage when so carried, and which, under other circumstances, would be carried in covered wagons, carts or boats.)

STATION.

18

Whereas the consignment of..... tendered by $\frac{me}{us}$, as per Forwarding Order No..... of this date, for despatch by the..... railway administration or their transport agents or carriers to..... station, and for which $\frac{I}{we}$ have received Railway Receipt No..... of same date, is at $\frac{my}{our}$ request loaded in open wagons, carts or boats, to be so carried to destination, $\frac{I}{we}$, the undersigned, do hereby agree and undertake to hold the said railway administration and all other railway administrations working in connection therewith, and also all other transport agents or carriers employed by them respectively, over whose railways or by or through whose transport agency or agencies the said goods may be carried in transit from..... station to..... station harmless and free from all responsibility for any destruction or deterioration of, or damage to, the said consignment which may arise by reason of the consignment being conveyed in open wagons, carts or boats during transit over the said railway or other railways working in connection therewith or during transit by any other transport agency or agencies employed by them, respectively.

Signature of sender.....

WITNESS.

(Signature).....

Rank or

{ Father's name.....

{ Caste..... Age.....

(Residence).....

WITNESS.

(Signature).....

Profession.....

(Residence).....

Residence.....

Note.—The above form is, for the convenience of the public, translated into the vernacular on the reverse but the form in English is the authoritative form, and the railway administration accepts no responsibility for the correctness of the vernacular translation.

RAILWAY.

RISK NOTE, FORM D.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act, IX of 1890.)

(To be used when the sender elects to despatch at a "Special reduced" or "Owner's risk" rate dangerous, explosive or combustible articles for which an alternative "Ordinary" or "Risk acceptance" rate is quoted in the tariff.)

STATION.

18

Whereas the consignment of..... tendered by $\frac{me}{us}$, as per Forwarding Order No..... of this date, for despatch by the..... railway administration or their transport agents or carriers to..... station, and for which $\frac{I}{we}$ have received Railway Receipt No..... of same date, is charged at a special reduced rate instead of at the ordinary tariff rate chargeable for such consignment, $\frac{I}{we}$, the undersigned, do, in consideration of such lower charge, agree and undertake to hold the said railway administration, and all other railway administrations working in connection therewith, and also all other transport agents or carriers employed by them respectively, over whose railways or by or through whose transport agency or agencies the said goods may be carried in transit from..... station to..... station harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, the said consignment from any cause whatever before, during and after transit over the said railway or other railway lines working in connection therewith or by any other transport agency or agencies employed by them respectively for the carriage of the whole or any part of the said consignment.

$\frac{I}{we}$ further agree to accept responsibility for any consequences to the property of the aforesaid railway administration (s) and of their transport agents and carriers, or to the property of other persons that may be in the course of conveyance, which may be caused by the explosion of, or otherwise, by the said consignment, and that all risk and responsibility whether to the railway administration (s) or their transport agents and carriers, to their servants or to others, remains solely and entirely with $\frac{me}{us}$.

Signature of sender.....

WITNESS.

(Signature).....

Rank or

{ Father's name.....

{ Caste..... Age.....

(Residence).....

WITNESS.

(Signature).....

Profession.....

(Residence).....

Residence.....

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..... RAILWAY.

RISK NOTE, FORM E.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act, IX of 1890.)

To be used when booking elephants or horses of a declared value exceeding Rs. 500 a head ; mules, camels or horned cattle Rs. 50 a head ; donkeys, sheep, goats, dogs or other animals Rs. 10 a head, without payment of the percentage on value authorised in section 73 of Act, IX of 1890, as amended by section 4 of Act, IX of 1896.)

..... STATION.

..... 18 ..

Whereas ^I_{we} the undersigned, have tendered to the..... railway administration for despatch to..... station the animal (s) mentioned below, for which ^I_{we} have received Railway Ticket No. of this date ;

And whereas ^I_{we} have paid to the said..... railway administration only their ordinary freight charge without any extra charge for insurance ;

And whereas the said railway administration for such ordinary freight charged holds itself responsible for proved damages to (each of) the said animal (s) caused by neglect or misconduct of its servants to the extent of the value mentioned below ;

And whereas the said railway administration has notified that it will not be liable for damage or loss arising from fright or restiveness, or delay not caused by the negligence or misconduct of its servants, and such condition is accepted by ^{me}_{us} ;

^I_{we} the undersigned, do, in consideration of the foregoing terms and conditions, hereby agree and undertake that the responsibility of the said railway administration and all other railway administrations working in connection therewith, and also all other transport agents or carriers employed by them respectively, over whose railways or by or through whose transport agency or agencies the said animal (s) may be carried in transit from..... station to..... station, for the loss, destruction or deterioration of, or damage to (each of), the said animal (s) shall not exceed the value mentioned below—

ANIMALS.			ANIMALS.		
No.	Description.	Value of each.	No.	Description.	Value of each.
		Rs.			Rs.
	Elephants ..	500		Donkeys ..	10
	Horses ..	500		Sheep ..	10
	Mules ..	50		Goats ..	10
	Camels ..	50		Dogs ..	10
	Horned cattle ..	50		Other animals ..	10

WITNESS.

Signature of sender.....

(Signature)

Rank or { Father's name

(Residence).....

Caste..... Age

WITNESS.

(Signature).....

Profession.....

(Residence).....

Residence

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..... RAILWAY.

RISK NOTE, FORM F.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act,

IX of 1890.)

(To be used when booking horses, mules and ponies, tendered for despatch in cattle trucks or horse wagons instead of in horse boxes.)

..... STATION.
..... 18

Whereas the consignment of..... tendered by ^{me}_{us} as per Forwarding Order No..... of this date, for despatch by the..... railway administration to..... station, and for which ^{we}_{us} have received Railway Receipt No..... of same date, is at ^{my}_{our} request and in consideration of the payment by ^{me}_{us} of cattle truck or horse wagon rate in lieu of horse box rate, loaded in cattle trucks or horse wagons instead of horse boxes to be so carried to destination;

And whereas the said railway administration has notified that it will not be liable for damage or loss arising from fright or restiveness, or delay not caused by the negligence or misconduct of its servants, and such condition is accepted by ^{me}_{us};

^I_{we}, the undersigned, do hereby agree and undertake to hold the said railway administration and all other railway administrations working in connection therewith, over whose railways the said animal (s) may be carried in transit from..... station to..... station harmless and free from all responsibility in excess of Rs. 50 (per head) for any loss, destruction or deterioration of, or damage to, the said consignment during transit over the said railway or other railways working in connection therewith.

Signature of sender.....

WITNESS.

(Signature).....

Rank or

{ Father's name.....

(Residence).....

{ Caste..... Age.....

WITNESS.

(Signature).....

Profession.....

(Residence).....

Residence.....

Note.—The above form is, for the convenience of the public, translated into the vernacular on the reverse, but the form in English is the authoritative form, and the railway administration accepts no responsibility for the correctness of the vernacular translation.

..... RAILWAY.

RISK NOTE, FORM H.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act,

IX of 1890.)

(To be used as an alternative to risk Note Form B when a sender desires to enter into a general agreement instead of executing a separate Risk Note for each consignment.)

..... STATION.
..... 18

Whereas all consignments of goods or animals for which the..... railway administration quotes both owner's risk or special reduced rates and railway risk or ordinary rates are (unless ^I_{we} shall have entered into a special contract in relation to any particular consignment) despatched by ^{me}_{us} at ^{my}_{our} own risk and are charged for by the..... railway administration at special reduced or owner's risk rates instead of at ordinary tariff or railway risk rates, ^I_{we}, the undersigned, in consideration of such consignments being charged for at the special reduced or owners' risk rates, do hereby agree and undertake to hold the..... railway administration and all other railway administrations working in connection therewith, and also all other transport agents or carriers employed by them respectively, over whose railways or by or through whose transport agency or agencies the said goods or animals may be carried in transit from..... station to..... station harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, all or any of such consignments from any cause whatever before, during and after transit over the said railway or other railway lines working in connection therewith or by any other transport agency or agencies employed by them respectively for carriage of the whole or any part of the said consignments.

WITNESS.

(Signature).....

Signature of sender.....

(Residence).....

Rank or

{ Father's name.....

(Signature).....

{ Caste..... Age.....

(Residence).....

Profession.....

Residence.....

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..... RAILWAY.

RISK NOTE, FORM X.

(Approved by the Governor General in Council under section 72 (2) (b) of the Indian Railways Act,
IX of 1890.)

(To be used when the sender elects to despatch an "excepted" article or articles specified in the second schedule to the Indian Railways Act, IX of 1890, whose value exceeds one hundred rupees without payment of the percentage on value authorized in section 75 of that Act.)

..... STATION.

..... 18 ..

Whereas the consignment of..... tendered by ^{me}_{us}, as per Forwarding Order No..... of this date, for despatch by the..... railway administration or their transport agents or carriers to..... station, and for which ^I_{we} have received Railway Receipt No..... of same date, is charged at the ordinary rates for carriage, and whereas ^I_{we} have been required to pay, and elected not to pay, a percentage on the value of the consignment by way of compensation for increased risk, ^I_{we} the undersigned, do therefore agree and undertake to hold the said railway administration and all other railway administrations working in connection therewith, and also all other transport agents or carriers employed by them respectively, over whose railways or by or through whose transport agency or agencies the said goods may be carried in transit from..... station to..... station harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, the said consignment from any cause whatever before, during and after transit over the said railway, or other railway lines working in connection therewith or by any other transport agency or agencies employed by them respectively for the carriage of the whole or any part of the said consignment.

Signature of sender.....

WITNESS.

(Signature).....

(Residence).....

WITNESS.

(Signature).....

(Residence).....

Rank or { Father's name.....
Caste..... Age.....

Profession.....

Residence.....

Note.—The above form is, for the convenience of the public, translated into the vernacular on the reverse, but the form in English is the authoritative form, and the railway administration accepts no responsibility for the correctness of the vernacular translation.